

INVITATION TO BID

January 13, 2023

Security Guard Services (Armed) ITB Solicitation #2023-SecGuards-002

Bid Due Date - February 17, 2023 - 10:00 am CDT (Central Daylight Time)

Bidder's authorized signature is required below on this INVITATION TO BID. It shall constitute an acceptance of a contract that may result from this Bid.

EXHIBIT ABIDDER'S SIGNATORY PAGE

Company Name (Include Federal I.D. No.)	
Address, City State & Zip	
Phone Number(s) (main, cell & fax)	
Addendum Acknowledgement	Acknowledge receipt of any addendums (if any) issued. Check CATS website and reflect here: #1, #2, #3, #4
Authorized Signature	Date:
Print Authorized Name & Title Include E-mail Contact(s) Info	

Bidder MUST sign and complete this signatory page "Exhibit A" and return with Bid submission. Failure to do so will result in the Bid being rejected. Above signature must be original.

Schedule of Events - Timeline & Due Dates				
Solicitation #2023-SecGuards-002 Item / Events Timeline & Due Dates				
Public Notice - Official Journal, DBE Publication, CATS website & LaPAC January 18, 19 and 23				
Sent via emails to known Vendors January 18,				
Written Inquiries / Questions Due (preferred via email)	January 30, 2023			
Anticipated Responses to Proposal Inquiries (via addendum issued)	February 3, 2023			
Bid Due Date / Deadline Receipt	February 17, 2023 - 10:00 am			
Anticipated CATS Board of Commissioner's Approval	March 15, 2023			

CATS reserves the right to change the Schedule of Events/Timeline & Due Dates at any time.



IMPORTANT NOTICE TO BIDDERS:

All responses to this Invitation to Bid should be labeled as indicated and delivered or mailed to the address below.

Capital Area Transit Systems
Attn: CATS Procurement Department
2250 Florida Blvd.
Baton Rouge, LA 70802

Bottom Left Corner of Envelope/Package should indicate the following:

Bidding Company Name and Address Security Guard Services (Armed) ITB Solicitation #2023-SecGuards-002

Due Date & Time: February 17, 2023 - 10:00 am (CDT)

Bid Receipt and Location:

Proposals will be received until the time specified in the **Schedule of Events - Timeline & Due Dates** by CATS Procurement Department, 2250 Florida Blvd., Baton Rouge, LA 70802. One original signed proposal must be submitted; **One (1) original and one(1) copy** and **one electronic copy** of the proposal on a CD or flash drive should be included in the package. These items should be sent via mail/courier in a sealed package bearing the name and address of the Proposer and the ITB Solicitation Number as indicated above in the Notice to Proposers. CATS will be accepting electronic bids via email at: catsprocurement@brcats.com – with a subject line: **Solicitation #2023-SecGuards-002.**

- The Bid delivery method is the responsibility of the Bidder.
- CATS is not responsible for any delays caused by the Bidders chosen means of delivery.

Bidder is solely responsible for the timely delivery of the Bid and for ensuring that the delivery service (if mailed or courier) provides service to **2250 Florida Blvd.** (<u>front reception office only</u>), **Baton Rouge, LA 70802** between the hours of 8:00 a.m. and 4:00 p.m. (Central Standard Time) - Monday through Friday.

Bidder's Inquiries:

If additional information is necessary to enable Bidders to better interpret the information contained in the Invitation to Bid, *written* questions will be accepted via email only to <u>catsprocurement@brcats.com</u> until the date indicated in the **Schedule of Events/Timeline & Due Dates** (refer to page 1- Exhibit A). All questions and CATS responses will be consolidated and in an Addendum to this solicitation and will be posted on CATS website.



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PART 1

GENERAL INFORMATION AND TERMS & CONDITIONS

A. Introduction and Background

The Capital Area Transit System (CATS) is a Regional Transit Authority and a Political Subdivision of the State of Louisiana operating the public transit system in East Baton Rouge Parish and the City of Baton Rouge, Louisiana. CATS is a Louisiana Tax Exempt Authority and is exempt from all taxes (including federal, local and state). (See LA RS 48:1451 thru 1461 http://legis.la.gov/Legis/Law.aspx?p=y&d=102831).

The Capital Area Transit System (CATS) is soliciting request for proposals (ITB) from qualified firms to provide a complete Security Guard Service (Armed).

This ITB describes the entire project, including the Scope of Work (SOW), deliverables, the evaluation selection process, the implementation process and the minimum information that must be included with the submitted proposal. Failure to submit information in accordance with the ITB requirements and procedures may be cause for disqualification. CATS seeks to establish a contract award with a single vendor to provide this service.

It is the intention of CATS to secure a twelve (12) month contract for a firm to provide Security Guard Services (Armed) as specified in this ITB. Upon the completion of the initial contract period and mutual consent of CATS and the Contractor, this contract may be extended for four (4) additional one (1) year periods.

Bidders must agree to comply with any and all provisions and regulations relative to that financial assistance contract.

The DBE Participation Goal for CATS is 11% (eleven percent); all minority businesses are encouraged to participate.

Bidders are encouraged to utilize the services of minority and DBE-owned banks, and other financial institutions, when such institutions are available. Information about such institutions owned and controlled by economically and socially disadvantaged individuals can be requested from the DBE liaison officer: Cheri Soileau, Interim DBE Liaison Officer, phone: (225) 346-5544 or email to: csoileau@brcats.com.

It is the policy of CATS that disadvantaged business enterprises (DBEs) shall have equal opportunity to participate in the performance of this contract. In this regard all offerors shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts or subcontracts awarded as part of this procurement. Nonetheless, all minority businesses are encouraged to participate.



Disadvantaged Business Enterprise (DBE)

- a) The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier.
- b) Except as FTA determines otherwise in writing: To the extent authorized by applicable Federal law, the Contractor agrees to facilitate, and assures that each Subcontractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows:
 - 1) Statutory and Regulatory Requirements. The Contractor agrees to comply with:
 - i. Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - ii. U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26, and
 - iii. Federal transit law, specifically 49 U.S.C. § 5332,
- c) Nondiscrimination. The contractor, subcontractor, or lower tier contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CATS deems appropriate, which may include, but is not limited to:
 - 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)

B. Bid Due Date

Bidders shall submit Bids by the date and time specified in the Schedule of Events/Timeline & Due Dates (refer to Exhibit A - page 1). Late Bids will not be accepted under any circumstances. Failure to meet the opening date and time shall result in Bid rejection. Late Bid(s) will not be opened and will be rejected and considered non-responsive. The Bidder(s) will be notified via e-mail and given the opportunity to pick up rejected Bids. Late Bids not retrieved within four weeks will be destroyed.

C. Pre-Bid Conference and Site Visit

A Pre-Bid conference is not recommended at this time, any changes will be made in an addendum.



PART 2

CATS TERMS & CONDITIONS

A. Assignment, Transfer of Interest

There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties or responsibilities of the Contractor under the contract derived from this Invitation to Bid without the prior written approval of CATS. The contract that will be derived from this Invitation to Bid shall not be subcontracted except with the written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime Contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime Contractor.

B. Audit (Right to Audit)

The Contractor shall permit an authorized representative of CATS to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

C. Binding (Bid or Bid Binding)

All responses submitted in accordance with the terms and conditions of this invitation to bid shall be binding upon the responder for ninety days (90) after the invitation to bid opening date unless mutually agreed otherwise.

D. CATS Rights

The subsequent contract from this Invitation to Bid will be awarded to the most responsive and responsible Bidder(s) whose response will be most advantageous to CATS, with all factors considered.

- 1. CATS reserves the right to reject all of the responses and to waive informalities and minor irregularities in the responses received, to issue subsequent requests for qualifications, to cancel or change this request for qualifications, and to, at any time, approve, disapprove, reduce, expand or cancel any or all of the work to be undertaken.
- 2. CATS reserves the right to terminate the contract if it is in the best interests of CATS, as noted in this Invitation to Bid, provided that payment will be made for certain costs and services rendered up to the date of termination as provided in the termination for convenience provisions found in this Invitation to Bid.

E. Confidentiality of Solicitation Information

The following provisions will apply unless the CATS statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the CATS operations which are designated confidential by CATS and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from



unauthorized use and disclosure through the observance of the same or more effective

procedural requirements as are applicable to CATS. The identification of all such confidential data and information as well as CATS procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by CATS in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by CATS to be adequate for the protection of the CATS confidential information, such methods and procedures may be used, with the written consent of CATS, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

F. Changes /Addenda and Withdrawals

- 1) <u>Changes / Addenda</u>: Any changes to the Invitation to Bid will be issued in the form of written addenda. Addenda shall only be issued to those prospective Bidders who attended the mandatory pre-bid and site visit.
- 2) Vendors are encouraged to check the CATS website frequently for any possible addenda that may be issued to this Invitation to Bid. CATS is not responsible for a Bidder's failure to download any addenda documents required to complete this Invitation to Bid.
- 3) The Bidder <u>MUST</u> complete and acknowledge receipt of any addenda(s) to the Invitation to Bid by completing and submitting <u>Exhibit A Bidder's Signatory Page</u>. By signing, the BIDDER acknowledges receipt of ALL addenda which can be found on CATS website at: https://www.brcats.com/page/procurement.

Responses received after the deadline designated in this Invitation to Bid shall not be opened and will be considered non-responsive. The Bidder will be notified by telephone, email or US mail and given the opportunity to pick up Bid. Late Bids which are not picked up within four weeks will be destroyed.

CATS reserves the right to change the Schedule of Events/Timeline & Due Dates and/or issue addenda to the Invitation to Bid at any time. CATS also reserves the right to cancel or re-issue this Invitation to Bid.

4) Withdrawals: A Bidder may withdraw a response that has been submitted at any time up to the Invitation to Bid specified opening date and time. To accomplish this, a written request, signed by the authorized representative of the Bidder, must be submitted to the CATS Procurement Manager.



G. Contractor Responsibility

The Contractor will be required to assume all responsibility for the contract and will be the sole point of contact regarding all products and services provided and payment of all charges resulting from this contract. Further, Contractor must agree as follows:

- Will perform its duties as an independent Contractor and not as an employee of CATS
- Assure that all applicable certifications, licenses and insurance shall remain current during the contract term.

H. Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor should have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor should ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. Please file in accordance with the Louisiana Secretary of State:

https://www.sos.la.gov/businesservices/searchforlouisianabusinessfilings/pages/default.a spx. Any Contractor who is awarded a contract will be required to be registered with the Louisiana Secretary of State prior to award, and within 7-10 days of request by CATS.

The contract that will be derived from this Invitation to Bid shall not be subcontracted except with the written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime contractor.

I. Costs for Developing Solicitation

This Invitation to Bid is not to be construed as a commitment of any kind, nor does it commit CATS to pay for any costs incurred in the submission of a Bid or for any cost incurred prior to the execution of a formal contract. CATS is not liable for any costs incurred by prospective Bidders, Vendors or Contractors prior to issuance of or entering into, a contract. Costs associated with developing the Bid, submission of electronic presentations and any other expenses incurred by the Bidder in responding to the Invitation to Bid are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by CATS.

J. Definitions and Terminology

- a. ADA Americans With Disabilities Act
- b. <u>Authorized Signature</u> The person who is executing this contractor on behalf of Bidder /Contractor who is authorized to bind a contract.
- c. Bidder/Proposer/Contractor/Vendor Any firm submitting a Bid or bid to CATS
- d. Bid, Proposal, Agreement and Contract are used interchangeably throughout the ITB, ITB, OR RFQ, and in this context, are intended to mean "Bid"
- e. CATS Capital Area Transit System
- f. Contract The word "contract" shall be considered synonymous with the word



- "agreement"
- g. <u>Contractor</u> The word "contractor" shall be considered synonymous with the words "vendor, bidder, proposer"
- h. DBE Disadvantaged Business Enterprise
- i. FTA Federal Transit Administration
- j. May The term "may" denotes an advisory or permissible action
- k. PEC Bid Evaluation Committee
- 1. RFQ Request for Qualifications
- m. INVITATION TO BID Request for Bids
- n. Should The term "should" denotes a desirable action
- o. <u>Sub-Contractor</u> A person or business who is awarded a portion of an existing contract by a principal or general contractor
- p. Suitable Type, material design, and method approved by CATS
- q. <u>UCP-DBE</u>: Unified Certification Program Disadvantaged Business Enterprise
- r. <u>USDOT</u> United States Department of Transportation
- s. <u>Will, Shall or Must</u> The terms "will/shall/must" denote mandatory requirements.

K. Equal Opportunity Employer (EEO)

CATS is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.

L. Errors and Omissions

CATS will not be liable for errors in the Invitation to Bid. Responders will not be allowed to alter Invitation to Bid documents after the deadline for submission. CATS reserves the right to make corrections or clarifications due to patent errors identified in Invitation to Bid by CATS or the responders. CATS reserves the right to request clarification or additional information from the responders.

M. Ethics

The State of Louisiana Code of Governmental Ethics places restrictions against conflict of interest and establishes guidelines to ensure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, Contractor should contact CATS Procurement Department prior to submission of this Invitation to Bid. Any violation of the Code of Ethics shall be grounds for disqualification of Bidder or cancellation of contract.

N. Insurance Requirements – Required Coverage

Contractor shall procure, maintain, and keep in force, at Contractor's expense, the insurance coverage as required below and shall cause CATS to be an additional insured on all policies (except professional liability). Contractor shall provide Proof of Insurance to CATS prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed,



Contractor shall have and maintain, at Contractor's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

<u>Commercial General and Umbrella Liability Insurance</u>: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal

injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

- a. Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- b. <u>Automobile Liability</u>: Automobile Liability insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000.000.
- c. Professional Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000. If the Professional liability insurance required under this Agreement is arranged on a "claims made" basis "tail" coverage will be required at the completion of this Agreement and for 24 months duration thereafter. Contractor shall be responsible for furnishing certification of "tail" coverage or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement.
- d. <u>Subcontractors</u>: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. CATS reserves the right to request copies of subcontractor's Certificates at any time.

O. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless CATS, its officers, commissioners, directors, employees, agents, and assigns from and against any and all actual or alleged claims, any and all losses, damages, which include incidental, consequential, indemnity and special damages, expenses, including attorneys' fees and costs of defense, fines and penalties and other liabilities that may be asserted by



any person or entity that arises out of the fault or negligence of the Contractor, sub-contractor, partner, and any of their officers, directors, employees, agents and assigns respectively in carrying out their obligations under this agreement, which is caused by defective workmanship or materials in products manufactured or supplied by Contractor, or which arises out of Contractor's failure to comply with any state or federal stature, law, regulation. Contractor shall have no indemnification liability under this section for any claims, damages, losses and expenses to the extent they arise out of or relate to the negligent acts or omissions or willful misconduct of CATS.

P. Law Governing

All disputes concerning the solicitation and award of this contract will be subject to, governed by, and construed according to CATS procurement protest procedure and the laws of the state of Louisiana. The proper venue for any dispute shall be the 19th Judicial District court for the Parish of East Baton Rouge.

Q. Liability Disclaimer

In the absence of a written provision in the contract with the successful Bidder specifically stating otherwise, CATS shall not hold harmless or indemnify any Contractor for any liability whatsoever.

R. Material in Solicitation

Bids shall be based only on the material contained in this solicitation. The solicitation addenda includes official responses to questions and other material, which may be provided by CATS pursuant to the solicitation.

S. Ownership of Solicitation

All materials submitted in response to this solicitation become the property of CATS. Selection or rejection of a response does not affect this right. All Bids submitted will be retained by CATS and not returned to Bidders, unless it is a late Bid, in accordance with "BID Transmittal and Due Date" section in this solicitation.

T. Payment and Invoicing Procedures

Advance or down payments of any kind will not be made. Federal and State law requires proof of the materials having been furnished, the services rendered or the labor performed as described, before payment is made.

- 3. Following Intent to Award notice, CATS and the successful Contractor will enter into a separate contract which will include detailed payment schedules.
- 4. CATS Payment Terms in general are Net 30 after receipt of approved invoice.

Invoices: At a minimum, all invoices must include the following information:

- 1. Project name and purchase order/contract number;
- 2. Detailed itemized description of items and amount to be paid;
- Date(s) of service(s)/deliveries made



U. Permits, Licenses & Taxes

The contractor shall furnish all necessary permits, licenses and certificates and comply with all laws or ordinances specific to providing Security Guard Services as reflected in this Invitation to Bid, if applicable. CATS tax exemption number is 72-0755868.

V. Rejection (Right to Reject)

Issuance of this Invitation to Bid in no way constitutes a commitment by CATS to award a contract. Award of this Invitation to Bid shall be made to the most responsible and responsive Bidder meeting the specifications as determined through evaluation of the Invitation to Bid. CATS shall have the right to reject all of the Bids received, to waive irregularities and informalities, and to accept the Bid which is in the best interest of CATS.

W. CATS Protest Procedures (applicable to FTA Funded Projects only)

Any protest concerning the issuance, form, contents or interpretation of a request for Bids, bid solicitation, or request for a quotation of price and other terms, must be filed in writing to CATS Procurement, via email to: catsprocurement@brcats.com, prior to ten (10) calendar days before the date the response is due. If not filed timely, all such protests shall be deemed to have been waived. Any protest concerning CATS evaluation of submitted Bids, bids or the award of a contract must be filed in writing with the President of CATS Board no later than six (6) days after the contract award.

All protests shall state specific reasons for the protest and shall provide a physical address, an electronic mailing address, a fax number if available and a telephone number through which the protester can be notified. As soon as possible after the receipt of the protest, the President shall contact a person designated by the President to decide upon the merits of the protest. Except as otherwise provided in this protest procedure statement, the decision of the designated person shall be final. The designated person shall contact both the CATS official in charge of the procurement and the protestor and shall arrange an opportunity for both parties to submit written or oral arguments to the designated person. The designated person may attempt to arrange a telephone or personal conference at which both parties can be heard or can appear, but shall not be required to do so.

The Federal Transit Administration's Circular 4220.1F contains a statement of FTA policy regarding bid protests. Section 7(I) of that circular states that the FTA will only review protests regarding the alleged failure of CATS to have a written protest procedure or the alleged failure to follow such procedure, or violations of Federal law or regulation (within FTA's discretion). Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

Any protest to the FTA should be filed with that agency within five (5) working days of the date the protester learned or should have learned of an adverse decision by CATS or other basis of appeal to FTA. Any protest to the FTA should be filed with its regional office at 819 Taylor Street, Fort Worth, Texas 76102.

(PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS, VII FTA C 4220.1F 11/01/2008 REV. 04/14/2009).



PART 3

SCOPE OF WORK

This Scope of Work shall be for the Armed Security Guard Service.

The Capital Area Transit System is soliciting written proposals for the provision of Security Guard Service for the Administration Building at 2250 Florida Blvd., Baton Rouge, LA 70802. CATS is a political subdivision of the State of Louisiana, created by the City of Baton Rouge and the Parish of East Baton Rouge (City-Parish Government) to operate the public transit system.

<u>Location</u> <u>Description</u>

2250 Florida Blvd., Baton Rouge, LA 70802 Administration Building

2222 Florida Blvd., Baton Rouge, LA 70802 Main Bus Terminal

Schedule of Basic Services

Two (2) armed guards per shift

One (1) armed guard to be housed in the Guard Shack and one at the main bus terminal at all times. (*NOTE: These hours are subject to change by CATS when needed, upon mutual agreement with contractor.) Vendor is to supply guards for 8-hour shifts at a time only.

2250 Florida Blvd. Administration Building:

Monday – Sunday: 24 hours per day

ADDITIONAL SERVICES:

CATS will provide a Guard Shack for contractor to use during contract.

In accordance with Louisiana Revised Statutes 37:3270-3298, all proposers eligible for award must be licensed by the Louisiana State Board of Private Security Examiners prior to award. For information, you may contact the Board at (225) 272-2310.

Security officers shall have in possession at all times, when on duty, registration cards issued by the Louisiana State Board of Private Security Examiners (see R.S. 37:3283).



Upon written notice, email or letter, from CATS to the Site Supervisor or Main office, at least three (3) working days in advance; hours, schedules or staff levels may be changed, or additional services may be required at various times as circumstances warrant. These additional security services will then be provided at the same hourly charge quoted herein. The three (3) working days in advance notice will be waived during a parish and/or CATS emergency.

In your proposal, describe how you would handle a no-show or call-off. Also, submit an organizational chart of your company, and who would be responsible for this contract.

CATS HOLIDAYS:

CATS is open 363 Days a year. CATS is closed for Thanksgiving Day and Christmas Day.

CONTRACTOR'S RESPONSIBILITIES:

- 1) The contractor will provide all the equipment including the time punch boxes. The locations will be determined at a later date.
- 2) The contractor will submit to Risk Management a monthly schedule of Security Officers assigned for duty at CATS by the 26th day of the previous month.
- 3) The contractor will insure that all security guards are armed.
- 4) The contractor will insure that all security guards are employees of the contractor.
- 5) The contractor will insure trained back-up guards are available to fill-in for any regularly assigned guard that fails to report for work.
- 6) The contractor will insure that no Guard is assigned to any post unless that guard has been:
- a) Fully trained for that post.
- b) Approved in writing by the Risk Management of the area.
- c) Badged in accordance with the Risk Management guidelines.
 - 7) The contractor shall insure that guards are at their post in ample time to receive information from the previous shift.
 - 8) The contractor shall report attendance at all posts to Risk Management each day.
 - 9) The contractor shall insure that all guards at all locations remain on their assigned post unless performing authorized duties as listed in the individual site post orders.
 - 10) The contractor will insure that if any emergency occurs requiring a guard to leave during their duty time that a trained backup guard will be on post before the primary guard leaves. This should be reported to Risk Management of the new guard being assigned on duty.
 - 11) The contractor will provide the number of contracted personnel as outlined in this contract.
 - 12) The contractor will insure that no guard shall be scheduled for work for more than 12 consecutive hours. Contractor will ensure that CATS will not pay overtime pay for guards that have to stay over 8 hours in one shift, waiting on a relief guard.
 - 13) The contractor will insure that all required reports and paperwork are completed in accordance to instructions for the Risk Management and submitted on time.



- 14) The contractor will insure that all meetings outlined in this contract or calls by CATS are attended.
- 15) Absenteeism: The contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.
- 16) Any new security guards being assigned to CATS must have a background check and reported to Risk Management with that information.

CONTRACTOR'S SUPERVISORY AND POINT OF CONTACT:

One (1) contact person will be assigned by the contractor to cover all locations covered by this contract. The contractor's contact person shall have decision-making authority for the contractor.

Specifically, the contact person will have the authority and responsibility to fire, schedule, discipline secure back-up guards, when necessary, fill-in at guard posts temporarily, if necessary (2 hours maximum), effect response to duly presented security requests from CATS personnel, and perform all supervisory functions associated with proper control of a guard force in the field. Hiring, scheduling, directing, controlling and discharging of all guards shall be the sole function, responsibility and expense of the contractor.

SCREENING REQUIREMENTS:

Qualifications for contract Security Guard personnel will include a pre-employment screening and evaluation of a prospective employee prior to assignment to a Location Site. The Contractor shall screen all prospective employees prior to job site assignment.

A criminal history background check and drug screening must be conducted on all Security Guards including any replacement guards before being assigned to any Site Location. The Contractor shall be responsible for all cost associated with all background and drug testing.

Site Locations shall maintain all rights to request drug testing at no cost to the Site Location for all Security Guards by a certified laboratory in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The report shall identify the drugs/metabolites tested for and whether results are positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory, as well as the date and time reported.

The Site Location reserves the right to request additional drug screenings for any Security Guard that gives reasonable cause. This shall be at the Contractor's expense. Any Security Guard who tests positive on any drug screen shall be immediately dismissed.

If at any time a change in personnel is made, the Contractor must provide, at no cost to the Site Location, information on the new employee(s) criminal background and drug testing results before they may begin work.



The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. They shall also be responsible for taking such disciplinary action with respect to their employee(s) as may be necessary.

ARMED SECURITY GUARD QUALIFICATIONS:

- 1. Armed Guards must be at least 21 years of age and experienced in Armed Security Guard Service or law enforcement. The guard must carry their valid Security Guard Identification Card at all times while performing their duties. During the course of performing their duties, a registered guard must present their guard card for inspection when requested by the Site Location's Point of Contact or any Law Enforcement Guard.
 - Weapons regulated for Armed Guard use according to Louisiana State Board of Private Security Examiners are:
 - .38 Revolver
 - .357 Revolver
 - 9 mm Semi-Automatic
 - .40 Semi-Automatic
 - .45 Semi-Automatic
- 2. The Contractor shall provide relief Security Guard as necessary to ensure that each assignment is performed daily per contract specifications, regardless of employee absenteeism.
- 3. The Contractor shall provide the required relief Security Guard within two (2) hours of the telephone request from the Site Location.
- 4. All guards must be high school graduates or possess a GED certificate, and valid Louisiana driver's license.
- 5. Every guard must have two (2) years of security guard experience or two (2) years of military or civilian police experience or a "G" license.
- 6. Security guards shall be without felony records.
- 7. Every guard must present a professional appearance in uniform attire
- 8. Every guard must be in good physical condition every guard must be able to stand, walk, bend, jump, run and lift. (Positions are not to be fulfilled with "light duty" personnel").
- 9. Every guard must be able to lift repetitively up to 20 lbs. while standing.
- 10. Every guard must be able to stand/walk not less than 45 min in a 60 min period. To conduct security rounds within the interior, exterior of the complex.
- 11. Every guard must also be respectful of and have an understanding in cultural diversity issues.
- 12. Every guard must remain calm during emergencies.
- 13. Every guard must have the ability to remain alert throughout the duration of a shift.



- 14. All security guards are to be proficient in the English language with the ability of full comprehension, speech and written communication skills. They must also have good near and distant vision, ability to distinguish basic colors and to hear conversational voice.
- 15. All security guards shall have the ability to learn and perform their duties and assigned tasks, acquire knowledge of their assigned buildings and grounds, and of the rules, regulations and procedures of the security functions required by CATS. They shall be able to take orders, follow directions, write reports acceptable to the manager or contract administrator, communicate, and deal courteously and patiently with the public and employees.
- 16. All security guards must be able to perform all tasks outlined in this contract.
- 17. All security guards must be fully trained in the duties of the guard post they are assigned to.
- 18. All security guards must perform other duties assigned as mutually agreed to by CATS.
- 19. All security guards must be provided with contact equipment and contact phone numbers.
- 20. All security guards must be able to contact local law enforcement with a form of communication. CATS prefers a cell phone for communication. Cell phones need to be at CATS at all times with the phone numbers given to CATS, where CATS can call in the event we need immediate assistance. Also, guards will be given phone number of supervisory CATS staff to contact in the event of a problem requiring immediate assistance.
- 21. All security guards must notify CATS with incident reports. A copy of the incident reports needs to be sent to CATS to Risk Management within 48 hours.
- 22. All security guard's written correspondence must go through the CATS Facility; ie: daily incident report and daily guard log.
- 23. CATS is a transportation agency and our first priority is to our customers and passengers. All guards are responsible for maintaining exceptional customer relations with CATS passengers and employees.
- 24. Any violation of CATS Policies and Procedures will result in immediate removal of the security guard from CATS Property. Upon removal of the security guard the contractor is responsible to immediately replace the security guard with a backup guard within 24 hours.

ARMED SECURITY GUARD RESPONSIBILITIES:

- Contracted armed Security Guard must carry a firearm when on duty. The firearm must be
 the one they are certified to carry in the performance of the contract. The Contractor will
 supply all firearms, holsters, gun belts and ammunitions in order to perform their contracted
 duties. The use of a personal weapon is strictly prohibited.
- 2. The Contractor is responsible for setting up a schedule for the cleaning, inspection, and maintenance of weapons at a specific site.
- 3. No Security Guard shall bring onto any Site Location(s) any weapon or dangerous instrument other than legal pre-authorized/ Site Location(s) approved weapon.
- 4. No Security Guard shall use, attempt to use or threaten to use any such weapon or dangerous instrument on a Site Location(s).



- No Security Guard shall be under the influence or carry the odor of alcoholic beverages
 while on duty, nor shall any Security Guard carry or consume any alcoholic beverages
 while on duty or on Site Locations property.
- 6. No Security Guard shall be under the influence of, carry or ingest a controlled substance while on duty, or on a Site Location(s) property except as prescribed by medical authorities, and then only if the Security Guards performance of duties will not be impaired in any way.
- 7. No Security Guard shall use foul, profane or any other inappropriate language.
- 8. Violation of the above reasonable work rules shall subject the Security Guard to disciplinary action up to and including discharge.
- 9. Keep lines of communication between the Contractor and Site Location's Point of Contact open at all times.
- 10. Ensure that any incidents such as fire, violent storm, or individuals that may constitute a danger to the building, surroundings, visitors, employees or occupants of any of the buildings are promptly reported to the police or fire agency for response. Security Guard shall also ensure that every effort is made to sound any mechanical or electronic alarm, alert responsible parties on site to any danger and follow specified procedures as written in the facility security manual provided by the Site Location.
- 11. Possess the ability to restrain and detain persons as necessary to ensure the safety of the Site Locations staff and customers.

BACKUP GUARDS:

- 1) CATS Risk Management shall be provided a list of at least three trained back-up personnel in addition to permanently assigned guards for each location displaying phone numbers, and copies of each guard's driver's licenses and State of Louisiana Guard licenses.
- 2) This list must be kept current at all times.
- 3) The trained back-up personnel must not be permanently assigned to any other location under this contract.

REQUIRED EQUIPMENT

1) The Contractor will supply all firearms, holsters, gun belts and ammunitions to perform their contracted duties. The contractor will provide each security guard with a complete set of uniforms. Security Guards shall wear appropriate uniforms that have been approved by the Louisiana State Board of Private Security Examiners and that are clean, pressed and well-maintained. Guards should report in full dress and be prepared to stand his or her post immediately upon arrival. Guards should have appropriate gear for weather conditions. Guards are to be clean shaven and maintain proper personal hygiene. The Contractor must



ensure proper alterations, uniform belts and appropriate type shoes are worn at all times. The Contractor shall be responsible for ensuring all Security Guard uniforms are well-maintained. CATS will not get involved in issues regarding cost/payment of uniforms, belts, etc. for Security Guards.

- 2) The contractor will provide each shift with a two-way radio system and or cellular phone.
- 3) The contractor will provide each shift with a cellular phone, charger and two batteries, at no additional charge to CATS. This phone shall be of such size and design to allow easy carrying and operation. Cellular phone is to be operational at all times so that when called, it is answered by the guard personnel on duty. If the cell phone breaks, or becomes non-functional, it will be repaired or replaced within 24 hours by the contractor.
- 4) Security Guard vehicles are to be owned or leased, licensed and insured by the Contractor. Vehicles used by the Contractor shall display the company's name and telephone number and shall be kept clean and well maintained at all times. The vehicle can include that of a golf cart, able to travel and monitor all parking lots at 2250 Florida Blvd and the terminal at 2222 Florida Blvd.

TRAINING

- 1) Guards must have successfully completed a professional training provided by a Security Officer School or Training Facility licensed by the Department of Agriculture and Consumer Services. The training may be obtained by one of the following methods:
 - a) Successful completion of 8 on-site hours of training before initial application.
- 2) These times are to be recorded on the contractor's payroll as training hours.
- 3) All training hours must be completed within 30 days from the start of training.
- 4) The contractor will provide documentation to CATS showing that each guard has completed the required amount of training.

LIABILITIES

In addition to indemnification requirements specified in this Invitation to Bid, the contractor will be held responsible for any loss of, damage to or unauthorized use of CATS property directly attributable to action or negligence of the contractor's employees. Monetary charges, such as equipment replacement cost, unauthorized long distance calls, etc. will be deducted from the most current contractor's invoice being processed.

BASIC GUARD DUTIES AND REQUIREMENTS:

 The security guards shall provide maximum protection to CATS property, buildings and equipment, at assigned locations(s), against loss or damage from preventable cause, including but not limited to fire, structure or equipment failure, theft, vandalism, trespass or other violation of the law.



- 2. See that all entryway and exits are operational for activities after normal business hours.
- 3. Ensure that all designated vehicles are locked. Any unsecured vehicles are to be documented in the daily guard report.
- 4. Stop losses occurring through theft or causality, if possible, to do so, without personal danger.
- At each location, the contracting firm will provide a copy of the contract, post orders and special orders to the guard personnel. All security guards must read and comprehend the entire package.
- 6. The contracting firm will be responsible to create and maintain a set of post orders for each site.
- 7. All instructions found in the information activity clipboard/book, kept at the security guard station, are to be known and followed.
- 8. Remain awake and alert while on duty.
- 9. Remove any hazardous items on property (i.e., bottles, litter that can cause tripping/falling, etc.).
- 10. Report any deficiencies, such as lights not working, etc., that can affect safety and security.
- 11. Each guard will be required to use each locations approved method of time keeping for hours worked. This includes time clocks, card access reports or written time sheets. Payment will be based on these documents. The contractor must submit monthly shift report/time sheets to CATS. The contractor must maintain complete and accurate records to substantiate services provided to CATS. The contractor's records must document; a) name of security guard providing service; b) date service provided; and c) time/shift service was provided.
- 12. Climb stairs if applicable, patrol parking lots, and work indoors and outdoors.
- 13. Conduct themselves with decorum at all times and treat all employees and visitors with courtesy and tact.
- 14. Be neatly attired in proper approved uniform while performing duties. Uniforms will consist of:
 - a) A clean pressed shirt with long or short sleeves with company name and security emblem embroidered on the front. Company logo on the left sleeve and America flag on the right sleeve.
 - b) Dress pants.
 - c) Baseball cap with "Security" embroidered above the brim.
 - d) Cold weather coat with company name and security emblem embroidered on the front.
 - e) Black shoes and socks.
 - f) Proper uniform is also described as clean, ironed and well fitting.
- 15. Make written reports to Risk Management detailing any incident, burnt out lights, improperly working doors and locks, building leaks, any apparent functional abnormality of mechanical, electrical or plumbing systems, or suspected or observed theft or vandalism.
- 16. Complete incident and hazard reports when appropriate and send copies to the Safety and Security Manager.
- 17. Immediately report to the Facility Manager any hazardous or flooding condition and notify the appropriate department to clean up the area.



- 18. Be able to identify the keys assigned to them and their function.
- 19. Notify responsible authority when a problem required immediate attention outside of guard's ability.
- 20. Turn out lights when rooms are not in use.
- 21. Turn off water to any overflowing fixture.
- 22. Learn the operation and the security personnel's responsibilities in the event of a fire alarm or burglar alarm.
- 23. It is hereby noted that the duties and responsibilities of security guards on CATS property include, but are not limited to, the above. Policy and procedure changes and additions made by Risk Management will be appropriately conveyed by Risk Management and will be followed by all security guards.
- 24. Perform any other related work as required.
- 25. The following are prohibited:
 - a) Leaving assigned location unguarded.
 - b) Radio or television entertainment, or recreational reading while on duty.
 - c) Alcoholic beverages or illegal substances brought or consumed upon CATS property. The use of alcohol on duty shall not be permitted. Likewise, the use of alcohol prior to duty so that the individual is impaired or smells of alcohol shall not be permitted. An individual who smells of alcohol shall be considered impaired and replaced by the contractor.
 - d) Smoking in any CATS building, office, garages or computer room.
 - e) Personal visitors during duty hours.
 - f) Using moving or handling any equipment except to fulfill duties, without explicit permission from Risk Management. This refers to, but is not limited to: stoves, refrigerators, ovens, typewriters, calculators, copiers, data processing equipment, fan, heaters, tools, material, photographic or video equipment and telephones.
 - g) Opening drawers or using desks, cabinets or furniture other than those assigned to the security function.
 - h) Personal Electronic Devices (PEDS) are not to be used by guards for personal business while on duty.

REMOVAL OF SECURITY GUARDS

CATS reserves the right to request dismissal from performing security service under this contract, any security guard found acting in a manner CATS considers unacceptable, inappropriate for their duties, or attendance problems. No advanced notification is required. If, for any reason, CATS Administration finds the security guard unsuitable to perform his/her duties, the contractor agrees to remove the security guard immediately and to replace him/her within two hours. An unfit for duty



security guard (intoxicated or otherwise unable to perform) shall be removed immediately and time on the job in the unfit condition shall not be billed to CATS.

ADDITIONAL REQUIREMENTS:

Bidder should provide with their bid the following information.

- A. The year the company was formed.
- B. Total number of years of company security experience.
- C. Total number of Security Guards employed with the company.
- D. Total number of Security Guards (full-time and part-time), as well as management personnel the bidder intends to utilize in the contract.
- E. Copy of license issued by the Louisiana State Board of Private Security examiners.
- F. Evidence of operating as a licensed provider of private, uniformed armed Security Guard services for at least three (3) consecutive years (prior to awarding of contract.)
- G. Proposers shall submit three local references, including names, phone numbers, email addresses.

PROJECT MANAGEMENT & IMPLEMENTATION EXPECTATIONS

The selected contractor will be expected to follow the procedures as outlined in this ITB throughout project management and implementation for the duration of the subsequent contract.

The designated "Project Manager" will be the contractor's primary point of contact to CATS throughout the duration of the contract. This Project Manager shall have the experience and qualifications necessary to oversee the entire contract. The Project Manager must be approved by CATS and cannot be changed without prior written approval from CATS.

The CATS Project Manager and primary point of contact for this contract will be identified in the Notice to Proceed letter and/or Purchase Order.

The Contractor shall provide a telephone number at which the Contractor/Manager can be reached, on a twenty-four (24) hour basis, seven (7) days a week, 365 days a year.

All uniformed guards must be equipped with **permanent registration cards** issued by the Louisiana State Board of Private Security Examiners.



Awarded Contractor must remain in compliance with all state laws pertinent to security/law enforcement operations in effect during the determined contract period. This includes any laws which would go into effect by the Louisiana State Board of Private Security Examiners.

Contractor must provide a Point of Contact, as well as a backup to fill in during any time of absence for the entire length of the contract. The Point of Contact will work with the CATS Risk & Safety Manager to manage the contract which includes, but not limited to billing, accounting, answering questions, providing reports, and resolving issues. The Point of Contact must have the authority, knowledge, and ability to address and resolve issues related to the implementation and operation of the contract.

PERIOD OF AGREEMENT

It is CATS' intent to have this service fully operational within 10-14 days from receipt of the Purchase Order and/or the Notice to Proceed Letter (NTP). The term of any contract resulting from this solicitation is anticipated to be for <u>one (1) year, beginning on or about March 15, 2023, and ending on March 14, 2024</u>. At the option of CATS, and acceptance by the contractor, this contract may be extended for four (4) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed sixty (60) months.

FINANCIAL - PRICE FEE SCHEDULE

All prices/fees must be submitted on the price and fee schedule forms furnished in this ITB.

(Exhibit B) The proposer must use the applicable price form. All prices shall be firm for the term of the contract.



EXHIBIT B

PRICE PROPOSAL FORM ITB #2023-SecGuards-002

This **Exhibit B** <u>must</u> be completed and submitted with your proposal submission. Otherwise, the proposal shall be rejected. Please submit under separate cover.

Price & Fee Schedule for Security Guard Services

Proposers must list items and pricing below. Please use additional pages as necessary.

1	Hourly Rate per guard	Per Hour	\$	
2	Other Costs Describe below any Other Costs	Per	\$	
Name of Proposing Firm:				
Type Name & Title of Signature Authority:				
Autho	orized Signature:			
Date:				



EXHIBIT C

Checklist of Included Documents

Security Guard Services (Armed)
Solicitation #2023-SecGuards-002

This checklist was created for the bidding company in an effort to assist the vendor and ensure that the required documents are submitted with your Bid.

Please contact CATS Procurement at: catsprocurement@brcats.com for any questions or concerns as to what needs to be submitted.

ITEM	LIST OF EXHIBITS			
1.	Bidder's Signatory Page – Exhibit A (must be signed and returned with bid)			
2.	Addendum Acknowledge – Exhibit A (should check or initial to acknowledge receipt of addenda)			
3.	Bidder's Price Form – Exhibit B (must be completed and returned with bid)			
4.	Questions and Request for Approved Equals Form – Exhibit C			
5.	Affidavit of Non-Collusion – Exhibit E (should be completed and returned with bid)			
6.	Bidder's Organization – Exhibit F (should be completed and returned with bid)			
7.	Corporation Resolution – Exhibit G (should be completed and returned with bid)			



Exhibit D

ITB 2023-SecGuards-002

Affidavit of Non-Collusion

I hereby swear (or affirm) under penalty for perjury:

- 1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having the authority to sign on behalf (if the proposer is a corporation);
- 2. That the attached proposal has been arrived at by the proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent proposing or competition;
- That the contents of the proposal have not been communicated by the proposer or its employees
 or agents to any person not an employee or agent of the proposer or its surety or any bond
 furnished with the proposal, and will not be communicated to any such person prior to the official
 opening of the proposals; and
- 4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Company/Firm Name			
Address (City, State, Zip)			
Authorized by:			
Signature:			
Title:			
Date:			
Subscribed and sworn to me	this day of	, ·	
Notary Public			
My commission expires			



EXHIBIT E

ITB 2023-SecGuards-002

Bidder's organization (if the bid is by a joint venture all parties to the bid must complete this form:

Bidder is:	
An Individual: Individual's name:	
Doing business as:	
Address:	
Telephone no.:	
A Partnership Firm name:	
Address:	
Name of person authorized to sign:	
Title:	
Telephone no.:	fax no.:
A Limited Liability Company Company name:	
Address:	
Name of person authorized to sign:	
Title:	
Telephone no.:	
A Corporation If bid is by a corporation, the corporate resolution must be submitted to the corporate resolution	with bid.
Corporation name:	
Address:	
State of incorporation:	
Name of person authorized to sign:	
Title:	
Telephone no :	fax no :



EXHIBIT F

CORPORATE RESOLUTION

ITB 2023-SecGuards-002

A meeting of the Board of Directo	rs of			,
a corporation organized under the	e laws of the State of			and
domiciled in	was held this	day of	<u>, 20</u>	_and was
attended by a quorum of the men	nbers of the Board of	Directors.		
The following resolution was offe said quorum:	ered, duly seconded	and after discu	ıssion was unaniı	mously adopted by
BE IT RESOLVED, that authorized to submit bids and exe System.	ecute agreements on l	oehalf of this co	rporation with the	is hereby Capital Area Transit
BE IT FURTHER RESOLVED, effect, unless revoked by resolut until the Procurement Director or resolution, duly certified.	ion of this Board of D	irectors and tha	at said revocatior	n will not take effect
I,, hereby c	ertify that I am the Se	cretary of a co	rporation created	under the
laws of the State of	domiciled in		<u>.</u>	
I certify that the foregoing is a tru	e and exact copy of	a resolution ad	opted by a quoru	m of the Board
of Directors of said corporation a	at a meeting legally of	called and held	I on the	day
of 20, as said resolut	tion appears of reco	rd in the Officia	al Minutes of the	Board of
Directors in my possession. This	sday of	, 20		
SECRETARY				
				